

IN SENATE OF THE UNITED STATES,

DECEMBER 22, 1823.

The Committee of Claims, to which was referred the petition of Hanson Kelly, of Wilmington, North Carolina,

REPORT:

That Beverly Daniel, marshal of the state of North Carolina, in the month of May, 1814, entered into a contract with the petitioner, to furnish all the rations that would be required to be issued to prisoners of war, at the town of Wilmington, in said state, at the rate of thirty-three and one-third cents per ration. By the contract, said ration was to be, in quantity and quality, the same as was issued to the seamen of the navy of the United States, with the exception of one gill of spirits in lieu of an half pint. The petitioner did furnish, under said contract, from the 12th of May, 1814, to the 11th of February, 1815, twenty-six thousand four hundred and fifty-six rations, for which he claims pay to the amount of \$8,818 66. The petitioner, on presenting his account to the Commissary General of Prisoners, for settlement and payment, was refused an allowance at the rate of thirty-three and one-third cents per ration, that sum being considered exorbitant and inadmissible, under the particular circumstances of the case. The petitioner was allowed and paid, by the Commissary General, at the rate of twenty cents per ration, amounting to \$5,291 20, leaving a balance of \$3,527 46, for which he asks Congress to pass a law in his favor.

The reasons assigned by the Commissary General for refusing full payment, under the alleged contract, are, 1st, That the said marshal states, that the contract was entered into provisionally, grounded on a belief, that the prisoners were to be kept for a short time only, whereas, they remained nine months. 2d, That the price was exorbitant; and, 3d, That the military ration was contracted for by the War Department, in that year, in Virginia, North Carolina, and South Carolina, at fifteen cents; in Georgia and Florida, at fourteen cents; and at New Orleans, at fifteen and an half cents. The Commissary General further states, that, as the military ration is more costly than that supplied to the prisoners, there can be no reason why it should not be furnished at a lower rate.

The Committee are well aware, that, where a fair, unconditional, and bona fide contract is made by a citizen with a competent officer of the government, duly authorized, that that contract ought to be faithfully and honestly carried into effect. But, upon a full exami-

nation of this case, they are of opinion, that the present is not one of that description. The payment of twenty cents a ration by the Commissary General, being five cents higher than the military ration cost in the same state, at the same time, is considered by the Committee, as doing full and substantial justice to the petitioner. The following resolution is recommended:

Resolved, That the prayer of the petitioner ought not to be granted.

I do hereby certify, that, in May, 1814, I contracted with Hanson Kelly, of Wilmington, North Carolina, to furnish all rations required to be issued to prisoners of war, at that place, at the rate of ($33\frac{1}{2}$ cents) thirty-three and third cents per ration, which ration, by said contract, was to be, in quantity and quality, the same as issued to the Navy of the United States, with the exception of one gill of spirits in lieu of a half pint; that, from the 12th May, 1814, to 11th February, 1815, the said Hanson Kelly did issue, under said contract, twenty-six thousand four hundred and fifty-six (26,456) rations. On a settlement of his accounts with the Commissary General of Prisoners, the rate of thirty-three and third cents per ration was considered exorbitant and inadmissible. Under the circumstances of the case, as was stated to the Commissary General, (by me) of a contract having been provisionally entered into with Mr. Kelly, grounded on the idea, that the prisoners were to have been probably kept for a short time only; that considerable expense was incurred in fitting the ship for their reception, and the inconvenience experienced in procuring the necessary supplies at that time; he consented to the settlement of the accounts at twenty cents, alleging, at the same time, that he considered that price too high, and allowable only under the peculiar circumstances of the case.

I do further certify, that, at the time this contract was entered into, I did, and do still believe, that, under all the circumstances, it was the best that could be made.

Given under my hand, at my office, at Raleigh, the 4th February, 1818.

B. DANIEL,
Marshal of the District of North Carolina.

Extract of a letter from John Mason, Commissary General of Prisoners, to Beverly Daniel, Esquire, Marshal of the District of North Carolina, dated the 31st January, 1815.

“I enclose you the accounts of Mr. Hanson Kelly, No. 19 and 20, making together the sum of \$9,267, being for rations furnished to British prisoners, at Wilmington, and for the hire of prison ship and guards, including their pay and subsistence. The exorbitant

rate, namely, thirty-three and third cents, at which the ration is charged by Mr. Kelly in those accounts, renders these items entirely inadmissible. Under the circumstances of the case, however, as stated by you, of a contract having been provisionally entered into with him, grounded on the idea, that the prisoners were to have been probably kept for a short time only, that considerable expense was incurred in fitting up the ship for their reception, and inconvenience experienced in procuring the necessary supplies at that time, I have been induced to consent that you settle with Mr. Kelly, at the rate of twenty cents per ration, and to allow his charge of sixteen dollars per day, for the hire of the prison ship, including the guard, the pay and subsistence of whom, he is himself to pay. I wish you, however, to understand, that my consenting that you allow twenty cents per ration to Mr. Kelly, in this case, is entirely in consequence of the peculiar circumstances attending it, and that it is by no means intended to authorize that rate in future. I perceive that the military ration is contracted for by the War Department, in Virginia, North Carolina, and South Carolina, at fifteen cents; in Georgia and East Florida, at fourteen cents; and at New Orleans, at fifteen and a half cents. The military ration being more costly than that supplied the prisoners, there can be no reason why it should not be furnished at a lower rate. You will, therefore, on your return to your district, be pleased to take immediate steps for fixing this thing on a proper footing, and if they cannot be procured from the Army Contractor, to obtain from the individuals such a contract as the circumstances attending it, and a due consideration of the public interest, will entitle you to."

177